

Ryan L. Wood
County Administrator

Craig Longnecker
Deputy Administrator



100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102

www.clinton-county.org

**FINANCE COMMITTEE
THURSDAY, MARCH 24, 2016 AT 2:00 P.M.
CLINTON COUNTY COURTHOUSE
BOARD OF COMMISSIONERS ROOM
100 EAST STATE STREET, ST. JOHNS, MI 48879**

1	2:00	CALL TO ORDER, ADDITIONS TO THE AGENDA
2	2:02	LIMITED PUBLIC COMMENTS
3	2:05	ST. JOHNS MINT FESTIVAL FAIRGROUNDS USE REQUEST (ADMINISTRATION)
4	2:10	VETERAN AFFAIRS CONTRACT (ADMINISTRATION)
5	2:15	MEMORANDUM OF UNDERSTANDING - CAPITOL CITY LABOR PROGRAM, INC. (ADMINISTRATION)
6	2:20	RESOLUTION AUTHORIZING SUBMISSION OF BALLOT PROPOSAL FOR 911 OPERATING SURCHARGE (ADMINISTRATION)
7	2:35	MICHIGAN ASSOCIATION FOR LOCAL PUBLIC HEALTH (MALPH) UPDATE – NO ATTACHMENT (COMMISSIONER MITCHELL)
8	2:45	PLANNING UPDATE - NO ATTACHMENT
9	2:50	PARKS AND GREEN SPACE COMMISSION UPDATE (COMMISSIONER POHL)
10	3:00	APRIL COMMITTEE MEETING CALENDAR (ADMINISTRATION)
11	3:05	ACCOUNTS PAYABLE INVOICES PAID TOTALS
12	3:10	COMMISSIONERS' COMMENTS
13	3:15	ANY OTHER BUSINESS
MEETING STARTS PROMPTLY AT CALL TO ORDER TIME LISTED. AGENDA ITEM TIMES MAY VARY		

PACKET INFORMATION IS CURRENT AS OF POSTING DATE. **NOTE:** ADDITIONAL INFORMATION MAY BE PRESENTED ON SCHEDULED AGENDA ITEMS. AGENDA ITEMS MAY ALSO BE ADDED DUE TO BUSINESS NEEDS.

TO REQUEST ACCOMMODATIONS OR MATERIALS IN AN ALTERNATIVE FORMAT, PLEASE CONTACT DEB HEBELER IN ADMINISTRATION AT (989)224-5120 OR TDD USERS WITHIN CLINTON COUNTY MAY DIAL 9-1-1 FOR GENERAL COUNTY SERVICES OR USE MICHIGAN RELAY 1-800-649-3777 OR THE NATIONAL RELAY NUMBER OF 7-1-1 NO LATER THAN 48 HOURS PRIOR TO THE MEETING.

Ryan L. Wood
County Administrator

**CLINTON COUNTY
OFFICE OF
ADMINISTRATIVE SERVICES**

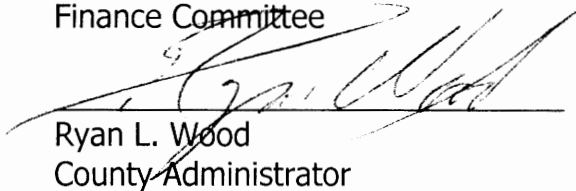
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Craig Longnecker
Deputy Administrator

www.clinton-county.org

TO: Finance Committee

FROM:


Ryan L. Wood
County Administrator

SUBJECT: St. Johns Mint Festival Use of Fairgrounds

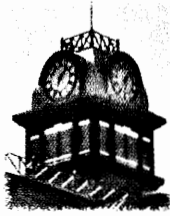
DATE: March 9, 2016

Attached please find a request from the St. Johns Mint Festival Steering Committee to use the County Fairgrounds beginning Tuesday, August 9 through Tuesday, August 16, 2016. The Mint Festival has used the Fairgrounds for a number of years and to my knowledge, it has never created any significant issues. The County has a standard agreement for their utilization. The Mint Festival has been responsible for paying all utility costs at the Fairgrounds resulting from their utilization.

Maintenance Director Glowacki will work with the Steering Committee throughout the Festival. Mr. Glowacki has reviewed the request and is comfortable with continuing this relationship.

Suggested Action:

Authorize Administration to execute an agreement with the St. Johns Mint Festival Steering Committee to use the County Fairgrounds beginning Tuesday, August 9 through Tuesday, August 16, 2016.



CLINTON COUNTY CHAMBER OF COMMERCE

BUILDING RELATIONSHIPS - BUILDING COMMUNITIES

March 1, 2016

Clinton County Commissioners
%Ryan Wood, Clinton County Administrator
100 State Street
St. Johns, Michigan 48879

Received

MAR 07 2016

Clinton County
Administration

Dear County Commissioners:

Planning for the 2016 St. Johns Mint Festival, scheduled for August 12, 13 & 14 is well under way and we are looking forward to an exciting festival. An event of this magnitude would not be possible without the cooperation of so many and we are very appreciative of the support the county has extended to us in the past.

On behalf of our Mint Festival Steering Committee, I am requesting the use of the county fairgrounds beginning Tuesday, August 9 through Tuesday, August 16, 2016. The time period prior to the Festival will be for preparation and set up and the two days after will be for tear down, final clean up of the grounds and pick up of equipment. If required by the county we would request a walk through with maintenance to occur on Monday afternoon, August 8 or Tuesday morning, August 9, with the ability to pick up keys to all requested buildings and gates (see below) on Tuesday, August 9.

Areas of request include:

- Smith Hall, Peck Hall and all other pavilion buildings (at no cost). We will use part of Smith Hall for a Quilt Show all weekend and part of it for a Mint Cooking Contest on Saturday and for the MSU Extension Chicken Dinner on Sunday – we will put a note over the Air Conditioning turn on/off so that restricts everyone from using the air conditioning. We will use Peck Hall for our Kids World, the open show pavilion and Swine Barn for Bocce Ball and golf cart storage and the open pavilions for a Petting Zoo and pony rides and a small portion of the Horse Barn for ATV and tractor storage (those two items need to be locked up at night).
- Arena: The large horse arena to be used on Sunday, August 14 at 2:00 for the St. Johns Kiwanis Peppermint Patty Plop. We will need access to the Arena and Judging Stand around noon for announcing during these events and keys to get into the arena gates.
- The area west of the woods by the Smith Hall parking lot (just off the county drive) for overnight camping for a limited number of self-contained RV's (approximately 5-10) – not cars, trucks, tents, etc. A member of our committee will be responsible for marking out spaces and I will obtain a temporary campaign permit from the Mid-Michigan District Health Department for the weekend.

1013 S US 27, PO Box 61, ST JOHNS MI 48879
989-224-7248 / FAX: 989-224-7667

CCCHAMBER@POWER-NET.NET / [WEB: WWW.CLINTONCOUNTYCHAMBER.ORG](http://WWW.CLINTONCOUNTYCHAMBER.ORG)

- The area just outside the east doors of Smith Hall (between the building & the sidewalk where food tents are located during the 4H Fair) to put a couple quilt vendors (if needed).
- The grass area between Smith Hall and Peck Hall for Bubble Balls.
- We would request the use of the grass area north of Peck Hall for an entertainment area if needed. A dance troupe would put down a wooden staging area (no staking required). We would also like to again locate in this area a small kiddie train that runs on a track and a kiddie ride. We have used this area for this purpose for many years and it has worked great.
- Rest rooms (we will provide an individual to clean & re-supply tissue and hand towels throughout the weekend).
- We request the use of the parking lot west of Smith Hall for our food vendors with access to the electrical pedestals and water hookup (a licensed electrician – Dennis Koenigsknecht will be on hand to assist with any electrical issues). We would place the food tents north of Smith Hall & if needed in the parking lot on the west side as we have done for the last couple of years.
- Use of the outside refrigerator by Smith Hall.
- Use of the paved streets in and out of the grounds throughout the weekend, including the drive off Townsend Road. We would use the drive south of Smith Hall many times each day on Saturday & Sunday for vehicle traffic, which will not impede pedestrians.
- Use of all the electrical pedestals west & north of Smith Hall for vendor usage.

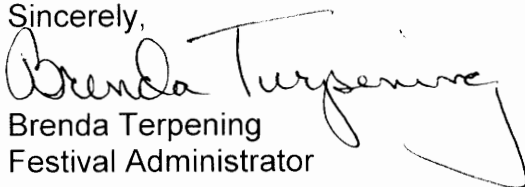
We have submitted a separate request to the 4-H Fair Board to request permission to use equipment such as tables, chairs, benches and litter barrels, etc.

Thank you for your consideration and immense cooperation. We anticipate the festival will once again draw thousands of people to our community which will have a significant economic impact on St. Johns and Clinton County. Since the use of the fairgrounds during Mint Festival weekend are for a public event that has a direct impact on the draw of tourism to the area, we respectfully request any fees be waived. The festival would pay for water and electrical usage as we have done in the past, although should the county wish to offer a discount in one or both of these areas it would be most appreciated.

As we are already processing applications for the festival, we would appreciate hearing as soon as possible if there are any problems with the items above.

We look forward to working closely with the County during our event. If you have any questions regarding this request, please do not hesitate to contact me at the Chamber office at 989-224-7248. If there are any new requirements you may have of us, we look forward to being notified. I look forward to signing a Fairgrounds Lease with the County as soon as this request is approved.

Sincerely,


Brenda Terpening
Festival Administrator

SMITH HALL/FAIRGROUNDS LEASE AGREEMENT

THIS LEASE, made and entered into this 29th day of March, 2016 by and between the COUNTY OF CLINTON, a municipal government of the State of Michigan (hereinafter referred to as the "LESSOR"), and the CLINTON COUNTY CHAMBER OF COMMERCE, INCORPORATED, MINT FESTIVAL STEERING COMMITTEE, a Michigan non-profit corporation, whose business address is 1013 S. US-27, St. Johns, Michigan 48879 (hereinafter referred to as the "LESSEE").

WITNESSETH:

WHEREAS, the LESSEE requires space and/or facilities to conduct the 2016 Mint Festival (hereinafter referred to as the "ACTIVITY"); and

WHEREAS, the LESSOR has such space and/or facilities available at the CLINTON COUNTY FAIRGROUNDS and SMITH HALL; and

WHEREAS, the LESSOR is willing to lease said space and/or facilities to the LESSEE for the ACTIVITY and LESSEE desires to lease the same.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Area Leased. The LESSEE shall lease for the ACTIVITY all the space and/or facilities at the Clinton County Fairgrounds, Smith Hall, and other buildings per negotiation between the parties (hereinafter referred to as the "leased premises"). It is understood that the facilities included in this lease are as follows:

- Smith Hall (excluding storage rooms)
- Peck Hall (excluding storage rooms)
- Horse Arena/Judging Stand
- ½ of Horse Barn (23 stalls)
- Show Pavilion
- Outside Rest Rooms
- Outside Freezers
- Existing Bleachers

It is also understood that specific items, such as litter barrels, screen doors, netting for the kitchen, and other items, are owned by the 4-H Fair Board and the LESSEE must make arrangements with the 4-H Fair Board regarding the use of these items.

SECOND: Rent. The LESSEE shall pay and the LESSOR shall receive, as consideration for the leasing of the leased premises, the sum of ONE AND NO/100 DOLLARS (\$1.00).

THIRD: Policies Governing Use of Leased Premises. The LESSEE shall comply with the Clinton County Extension Community Service Center Leasing Policies which are set forth in the attached Exhibit A. The policies stated in the attached Exhibit A are a part of this Lease.

FOURTH: Lease Period and Termination. This Lease shall commence at 8:00 a.m. on the 9th day of August, 2016, and shall terminate on the 16th day of August, 2016 at 5:00 p.m. No holdover beyond the above-mentioned time and date shall be permitted without a written amendment to this Lease signed by the authorized representatives of both the LESSOR and LESSEE.

Notwithstanding any other provision in this Lease to the contrary, either the LESSOR or the LESSEE may terminate this Lease upon not less than thirty (30) days written notice to the other party, prior to the commencement date of the LESSEE'S ACTIVITY.

Prior to Tuesday, August 9th, 2016, LESSOR and LESSEE shall provide each other with a list of names and telephone numbers of personnel within their respective organizations who will have authority and/or responsibilities under terms of this agreement.

FIFTH: Structures, Equipment, Fixtures or Appliances within the Leased Premises. It is expressly understood and agreed that all structures, equipment, fixtures or appliances and the like, belonging to and installed by the LESSOR within the leased premises prior to or during the period of this Lease are to remain the property of the LESSOR. The LESSEE, to the extent authorized under this Lease, shall have the use of certain structures, equipment, fixtures or appliances owned by the LESSOR and on the leased premises.

It is further understood and agreed that any structure, equipment, fixtures or appliances of the LESSEE installed in the leased premises prior to or during the period of this Lease, are to be and remain the property of the LESSEE. The LESSEE may not, however, install any structures on or attach any fixtures or appliances to the leased premises without the prior written consent of the LESSOR. The LESSEE shall have the right to remove all of its structures, equipment, fixtures or appliances from the leased premises at any time before or within a reasonable time following the termination of this Lease, including any renewals or extension thereof, by lapse of time or otherwise, provided the LESSEE, at its own expense repairs any damage to the leased premises caused by the removal of such structures, equipment, fixtures or appliances. For the purpose of this Lease, a reasonable time following the termination of this Lease shall be deemed to be within thirty (30) days from the date of termination. Any property belonging to the

LESSEE still on the leased premises after thirty (30) days from the date of termination of this Lease, shall be deemed to be abandoned property and shall be disposed of in any manner in which the LESSOR deems fit.

Rest room supplies shall be purchased by the LESSEE from the LESSOR. LESSEE shall be responsible for acquiring/providing all mechanical equipment necessary for the event and for all security, public safety and fire protection.

SIXTH: Right of LESSOR to Enter Leased Premises. The representatives of the LESSOR shall have the right to enter upon the leased premises or any part thereof at any time without notice and without paying any admittance charge for the purpose of examining the same or making such repairs or alterations as may be deemed necessary for the safety and preservation thereof, and for observing the LESSEE's ACTIVITY to ensure the LESSEE's compliance with the terms and conditions of this Lease.

SEVENTH: CONDITION OF PREMISES. The LESSEE shall not permit waste to be committed to or upon the grounds, structures, equipment, fixtures or appliances of the LESSOR, and at the termination of this Lease, LESSEE shall cause the same to be returned to the LESSOR in as good condition as when received, reasonable use and wear thereof and damage by the elements excepted. Authorized representatives of the LESSOR and LESSEE shall inspect the grounds at a mutually agreeable time prior to 5:00 p.m. on August 9th, 2016 and again on August 16th, 2016. Utility meter readings shall be taken by authorized representatives of the parties during that inspection period. The LESSOR shall submit a billing for use of utilities by the LESSEE based upon these readings.

EIGHTH: Alcoholic Beverages. In the event alcoholic beverages are to be served at the ACTIVITY, the LESSEE shall comply with the laws and regulations of the State of Michigan requiring obtaining of a Liquor License.

NINTH: Compliance with the Law, and Applicable Law and Venue. It is understood and agreed by and between the parties hereto that the leased premises shall be utilized by the LESSEE solely for the ACTIVITY authorized by this Lease. The LESSEE shall conduct its ACTIVITY and its use of the leased premises in compliance with all applicable federal, state and local laws, ordinances, rules, regulations and policies.

In the event the LESSEE breaches any of the restrictions set forth in this section, the LESSOR may, at its option, terminate this Lease effective immediately upon delivery of notice to the LESSEE and re-enter and re-possess the leased premises and recover all rents due and owing as of the effective date of termination.

This Lease shall be construed according to the laws of the State of Michigan. The LESSOR and LESSEE agree that the venue for the bringing of any legal or equitable action under this Lease shall be the County of Clinton of the State of Michigan. In the event that any action is brought under this Agreement in a Federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

TENTH: Nondiscrimination. The LESSEE, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliation or beliefs.

The LESSEE shall adhere to all applicable Federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93.112, 87 Stat 394, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Lease. In the event the LESSEE is found not to be in compliance with this section, the LESSOR may terminate this Lease effective as of the date of delivery of written notification to the LESSEE.

ELEVENTH: Indemnification and Hold Harmless.

A. The LESSEE agrees to accept full responsibility for the operation of the ACTIVITY on the leased premises and for all claims, damages, losses, costs and expenses, including but not limited to court costs and attorney fees which arise therefrom.

B. The LESSEE agrees to accept the leased premises **as is** after both parties have approved the results of the inspection after the 4-H Fair is completed. The LESSEE further agrees, at its own expense, to protect, defend, indemnify and hold harmless the LESSOR, and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees which arise out of acts, omissions or negligence of the

LESSEE, its sublessees, employees, agents, guests, invitees or licensees. In the event any such claims are made or a suit filed, the LESSOR shall give LESSEE written notice thereof.

C. It is expressly understood and agreed by the LESSEE that the LESSEE's responsibility for protecting, defending, indemnifying and holding harmless the LESSOR and its elected and appointed officers, employees, servants and agents under this Lease shall not be limited to the amount of insurance coverage obtained by the LESSEE, pursuant to the requirements set forth in the TWELFTH section of this Lease.

TWELFTH: Insurance. The LESSEE shall obtain and/or maintain general liability insurance coverage of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence and/or aggregate providing coverage for bodily injury, personal injury, and property damage, including broad form general liability endorsement or equivalent if not in policy proper, contractual liability coverage, products and completed operations coverage, contractual liability coverage which covers claims arising out of or resulting from the LESSEE's ACTIVITY and/or LESSEE's utilization of the leased premises under this Lease by the LESSEE's officers, employees, servants, agents, sublessees, guests, invitees, and licensees.

In the event alcoholic beverages are to be served at the ACTIVITY which is subject to the Michigan Dram Shop Act the LESSEE shall obtain liquor liability insurance coverage of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

The LESSOR and its elected and appointed officials, employees, and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers, shall be named as an additional insured on the insurance policies providing the general and liquor liability coverage required by this section. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

The LESSEE shall submit to the LESSOR certificates of insurance showing the acquisition of the insurance coverages required by this section thirty (30) days prior to the commencement of the LESSEE's ACTIVITY on the leased premises. All certificates of insurance shall require the insurer to notify the LESSOR in writing not less than thirty (30) days prior to any change, reduction or termination of said insurance coverage. Upon receipt of such notice, the LESSOR may terminate this Lease, effective immediately upon delivery of written notice to the LESSEE.

THIRTEENTH: Total Destruction of the Leased Premises. In the event of the total destruction of the leased premises by fire or otherwise, this Lease shall terminate, and the LESSEE shall be liable for rent only up to the time of such destruction.

FOURTEENTH: Partial Destruction of the Leased Premises. In the event of a partial destruction, by fire or otherwise, of the leased premises, such as to render it unsuitable for the intended use thereof, the LESSEE, at its option, may terminate this Lease and shall be liable for rent due and owing only up to the time of such election.

FIFTEENTH: Waiver. No failure or delay on the part of either of the parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

SIXTEENTH: Amendments. Modifications, amendments or waivers of any provision of this Lease may be made only by the written mutual consent of the parties hereto.

SEVENTEENTH: Lease Assignments and Subleases. The LESSEE may not assign this Lease without the prior written consent of LESSOR.

EIGHTEENTH: Disregarding Section Titles. The titles of the sections set forth in this Lease are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Lease.

NINETEENTH: Completeness of the Lease. This Lease and Exhibit A contain all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, including, but not limited to, prior leases, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.

TWENTIETH: Invalid Provisions. If any provision of this Lease is held to be invalid, it shall be considered deleted and the remainder of this Lease shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the provision was declared invalid.

TWENTY-FIRST: Non-Beneficiary Contract. This Lease is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

TWENTY-SECOND: Certification of Authority to Sign Lease. The persons signing this Lease on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of the party they represent and that this Lease has been authorized by such party.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Lease on the day and year first above written.

WITNESSED BY:

LESSOR: COUNTY OF CLINTON

Witness Date

By: _____

Ryan L. Wood

Title: Clinton County Administrator

Witness Date

By: _____

Robert Showers, Chairperson

Title: Board of Commissioners

**LESSEE: CLINTON COUNTY
CHAMBER OF COMMERCE**

Witness Date

By: _____

Title: _____

Witness Date

By: _____

Title: _____

EXHIBIT A
CLINTON COUNTY EXTENSION
COMMUNITY SERVICE CENTER LEASING POLICIES

ADVANCE RESERVATIONS:

Advance lease agreements may be made beginning the first day of the month for the following year.

For those who reserve Smith Hall annually for monthly meetings, such arrangements may be made for one full year in advance.

Leases will not automatically be held over year to year. They must be renewed in the anniversary month to be in effect for the next twelve months.

All lease agreements must be made through the Cooperative Extension Services (CES). Individuals or groups using a fairgrounds facility or Smith Hall may not sublet without written permission of the CES.

Leasing of Smith Hall shall include all equipment that is not otherwise secured by locks. All equipment used must be returned to the same place that it was found.

Lessees must sign a County Building Release form provided at the CES Office.

TIME OF USE:

Use of facilities leased is only for date rented and doesn't include the day previous for setup or the day following for cleanup. Arrangements for extra days may be requested thirty (30) days prior to rental. An additional rental fee will be charged.

All facilities must be cleaned and vacated by 8 a.m. the following day.

DEPOSITS REQUIRED:

Reservation deposit: The deposit required for rental must be received at the CES Office before any date will be placed on the calendar. The complete balance owed must be paid on or before sixty (60) days prior to use. Agreements made by telephone will only be honored for twenty-four (24) hours, during which the deposit must be paid.

EQUIPMENT RENTAL/USE:

Use of silverware and/or pitchers requires an additional charge. Arrangements must be made in advance of use. Following use, silverware must be counted into groups of ten (10), and placed on the counter for custodian.

Do not remove pans or equipment from buildings. Bring own containers for leftovers.

OUTSIDE WATER:

The outside water faucets will not be turned on prior to May 1st and will be turned off after October 1st.

CES/SCHOOLS:

Government units may qualify for free usage of the facilities. These Government units are those identified in the official Clinton County Directory or USDA units located in Clinton County.

All events must have a signed lease agreement with the exception of Clinton County's coordinated events.

TELEPHONE USAGE:

The Smith Hall phone number is (517)224-5247, and may be used for incoming calls and for local calls, **NO LONG DISTANCE** calls can be made through the Smith Hall phone systems.

CLEAN UP:

Lessees are responsible for cleanup of the entire area. **IF NOT CLEANED**, the user's deposit plus the cost to hire cleaning to be done will be incurred by and charged to person(s) signing the lease agreement, Cleaning includes mopping, checking bathrooms,, trash removal,, tables washed, tables & chairs put back on racks, checking the parking lot for debris, **PLEASE LEAVE THE BUILDING AND GROUNDS IN AS GOOD OF SHAPE (OR BETTER) AS YOU FOUND IT.**

Tables and chairs are to be put on carts and placed at the north end of Smith Hall. **DO NOT STORE TABLES AND CHAIRS IN SMALL MEETING ROOM.**

Decorations must be fire retardant materials and attached in such a way as to not leave holes, marks or scars on building. **ABSOLUTELY NO** painting on walls, ceilings, floors or doors. All decoration must be removed, including materials used to attach them, immediately after use.

Garbage must be packed in bags and put in dumpster outside of kitchen door. Bags provided by lessees must be tied and protected from animals. Lessees must furnish their own table paper, dish washing supplies, trash bags, ladders, etc.

OTHER PROVISIONS:

Thermostats are permanently set and are not adjustable.

If facilities are used for purpose other than stated in the lease agreement, the lease agreement is void and deposit will not be refunded.

Failure to comply with the above will result in loss of deposit and potential future rentals. Person(s) signing the lease agreement are responsible for reading, understanding, and abiding by all policies and regulations.

CANCELLATION:

The deposit shall not be refunded if cancellation is requested less than sixty (60) days prior to the reservation date. If cancellation is requested less than sixty (30) days prior to the reservation, the rental charge will not be refunded.

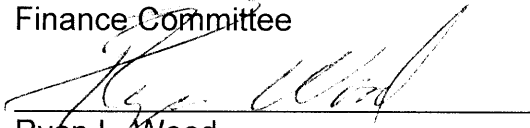
Ryan L. Wood
County Administrator

**CLINTON COUNTY
OFFICE OF
ADMINISTRATIVE SERVICES**

100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102

Craig Longnecker
Deputy Administrator

www.clinton-county.org

TO: Finance Committee
FROM: 
Ryan L. Wood
County Administrator

SUBJECT: Veteran Affairs Contract - 2016

DATE: March 9, 2016

Attached please find the Ingham County Veteran Affairs Contract for 2016. The contract is identical to the previous contract with the exceptions of the dates and the amount of \$35,604.00. The previous contract amount was \$34,466.00. The annual amount is established via a formula that calculates percentages of services provided.

Suggested Action:

Recommend authorizing the appropriate signatures on the 2016 Veterans Affairs Contract with Ingham County.

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the **COUNTY OF INGHAM** (hereinafter referred to as the "First Party") for the **INGHAM COUNTY DEPARTMENT OF VETERAN AFFAIRS** (hereinafter referred to as the "Department") and the **COUNTY OF CLINTON** (hereinafter referred to as the "Second Party").

W I T N E S S E T H:

WHEREAS, the Second Party does not have a Veteran Affairs Department to render certain essential services to its residents who are veterans and/or to their dependents; and

WHEREAS, the First Party is willing to have its Department perform such services for such residents of the Second Party; and

WHEREAS, the Second Party desires the First Party's Department to perform such services for its residents who are veterans and/or their dependents.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

FIRST: Activities to be Performed by the First Party. It is expressly understood and agreed that the First Party shall perform the following services for veterans and/or their dependents who are legal residents of the Second Party.

- A. The Department shall provide veterans with counseling pertaining to education, personal problems, compensation, pension, job placement, hospitalization and all benefits a veteran and/or his/her dependents may be entitled to.
- B. The Department shall file for all Veterans Administration (hereinafter referred to as the "VA") benefits, such as education, disability, compensation, pensions, insurance claims and rehabilitation claims to which a veteran and/or his/her dependents may be entitled. The Department shall complete all VA forms and VA claims of any nature.
- C. The Department shall assist veterans who are addicted to alcohol and/or narcotics.
- D. The Department shall assist veterans to gain hospitalization and treatment for addiction to alcohol and/or narcotics and for any other medical problems.
- E. The Department shall provide veterans with transportation to and from VA hospitals for medical treatment.

- F. The Department shall arrange for payment by the VA for emergency admissions to local hospitals for medical problems connected to the veteran's military service.
- G. The Department shall process claims for review of military discharge.
- H. The Department shall assist veterans with problems regarding loss of pay while in military service, or allotment problems with the U.S. Finance Center.
- I. The Department shall advise veterans as to their re-employment rights.
- J. The Department shall provide educational assistance coordination with Lansing Community College and Michigan State University, as well as other learning institutions.
- K. The Department shall assist veterans in seeking gainful employment.

SECOND: Agreement Period and Termination. The Department shall commence performance of the services and obligations required of it hereunder on the 1st day of January, 2016, and shall complete said services and obligations no later than the 31st day of December, 2016.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either party giving to the other party thirty (30) days prior written notice of such termination.

THIRD: Compensation. It is expressly understood and agreed that the Second Party shall pay the First Party for the services provided under this Agreement, the sum of THIRTY-FIVE THOUSAND SIX HUNDRED FOUR AND NO/100 DOLLARS (\$35,604.00).

In the event that this Agreement is terminated as authorized in the SECOND section, the First Party's compensation shall be prorated to the effective date of termination. Any funds received by the First Party in excess of said prorated amount of compensation shall be returned to the Second Party.

FOURTH: Negotiation for 2017 Agreement. It is expressly understood and agreed that the parties hereto shall enter into negotiations no later than the 1st day of September, 2016, to determine the Agreement terms and compensation to be received by the First Party for services to be provided in 2017. It is expressly understood and agreed by both the First Party and the Second Party that this section shall not be construed as requiring either the First Party to provide the services described in the FIRST section during the 2017 calendar year or the Second Party to acquire such services for its residents.

FIFTH: Nondiscrimination. The parties hereto, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to

employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

The parties hereto shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq) as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event either party is found not to be in compliance with this section, the non-breaching party may terminate this Agreement effective as of the date of delivery of written notification to the breaching party.

SIXTH: Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

SEVENTH: Amendment. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

EIGHTH: Assignment or Subcontract. Neither of the parties to this Agreement shall assign or subcontract its duties and/or obligations under this Agreement.

NINTH: Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

TENTH: Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

ELEVENTH: Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null

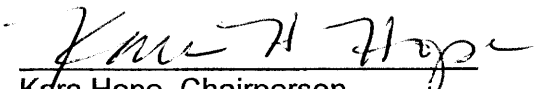
and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

TWELFTH: Non-Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

THIRTEENTH: Certification of Authority to Sign Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES TO THIS AGREEMENT FOR SERVICES TO CLINTON COUNTY VETERAN'S DURING THE 2016 CALENDAR YEAR HAVE FULLY SIGNED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF INGHAM

By: 
Kara Hope, Chairperson
County Board of Commissioners

2-23-14
Date

COUNTY OF CLINTON

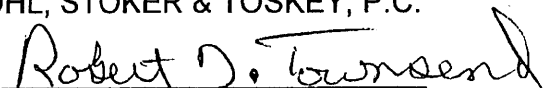
By: _____
Robert Showers, Chairperson
County Board of Commissioners

Date

By: _____
Diane Zuker, County Clerk

Date

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: 
Robert D. Townsend

Ryan L. Wood
County Administrator

Craig Longnecker
Deputy Administrator

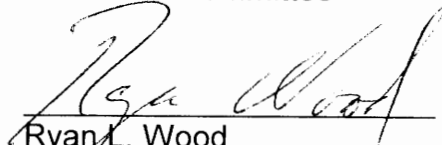
**CLINTON COUNTY
OFFICE OF
ADMINISTRATIVE SERVICES**

www.clinton-county.org

100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102

TO: Personnel Committee

FROM:


Ryan L. Wood
County Administrator

SUBJECT: Memorandum of Understanding – Capitol City Labor Program, Inc.

DATE: March 16, 2016

We currently have a collective bargaining agreement in place with a non-supervisory group of deputies and non-supervisory corrections officers that was represented by the Capitol City Lodge No.141 of the Fraternal Order of Police Labor Program, Inc. The current contract is valid thru 2017.

After ratification we were approached by union officials and advised that the membership would like to split into two groups. They would be known as the "Road Patrol Unit" and the "Corrections Unit". After review it was determined this split could take place with or without management approval. In short, there does not appear to be any practical reason to object to this request. As a result, the attached memorandum of understanding (MOU) has been offered.

Please note the name of the union representation has been changed to the Capitol City Labor Program, Inc. This name change was brought about by a lawsuit that is pending in Ingham County over union jurisdictional issue. We are not a party to this lawsuit.

The MOU has been reviewed by legal counsel and deemed to be in appropriate form. We have maintained a good working relationship with non-supervisory correction officers and sheriff's deputies over the years and do not believe there is any reason to formally object to this request.

Suggested Action

Move to approve the memorandum of understanding between the Clinton County Board of Commissioners and the Sheriff of Clinton County and Capitol City Labor Program, Inc.

MEMORANDUM OF UNDERSTANDING
BETWEEN

CLINTON COUNTY BOARD OF COMMISSIONERS and the SHERIFF of CLINTON
COUNTY

AND

CAPITOL CITY LABOR PROGRAM, INC.

(Formerly known as Capitol City Lodge No. 141
of the Fraternal Order of Police Labor Program, Inc.)

The Clinton County Board of Commissioners and the Sheriff of Clinton County and Capitol City Labor Program, Inc., have met and conferred regarding the separation of the Clinton County Deputies and Correction Officers into two separate bargaining units, one consisting of the road patrol, and the other consisting of the correction officers. The parties agree to the following:

1. The parties agree that the current Collective Bargaining Agreement (“CBA”) which is in effect for the period of 2015 through 2017, shall remain in full force and effect for each bargaining unit once separated.
2. The current bargaining unit consisting of all road patrol officers, deputies and all correction officers shall be divided into two separate bargaining units, both units continuing to be represented by the Capitol City Labor Program, Inc. (Union).
3. One bargaining unit shall consist of all road patrol deputies, detectives and part-time patrol deputies who have rights under Act 312 of 1969 (the “Road Patrol Unit”).
4. One bargaining unit will consist of all correctional officers and part-time correctional officers (the “Corrections Unit”).
5. Neither unit will include the Sheriff, undersheriff, captain, lieutenants, sergeants, administrative aides, cooks, clerical employees, all other part-time and seasonal employees, animal control officers, supervisors and all other employees.
6. Each bargaining unit, i.e. the Road Patrol Unit and the Corrections Unit, shall have a Collective Bargaining Committee of two employee representatives as otherwise set forth in Article 2.1, Collective Bargaining Committee. These representatives shall also represent their respective unit for processing employee grievances.
7. All other terms and conditions of the CBA shall remain in full force and effect for each

unit as set forth in the current CBA for each group of employees with the necessary interpretation being made applicable to each new unit. It is expressly understood that terms and conditions of employment applicable to road patrol deputies and officers in the current CBA shall only apply to Road Patrol Unit and terms and conditions of employment applicable to corrections officers covered by the current CBA shall only apply to the Corrections Unit. A list of members of each unit as of April 1, 2015 is attached to this agreement as Attachment A.

CAPITOL CITY LABOR PROGRAM, INC.

THE CLINTON COUNTY BOARD
OF COMMISSIONERS

By: _____
Thomas L. Krug, Executive Director

By: _____
Robert Showers, Chairperson

Dated: _____, 2015

Dated: _____, 2015

By: _____
Steven T. Lett, Attorney

By: _____
Ryan Wood, County Administrator

Dated: _____, 2015

Dated: _____, 2015

RESOLUTION AUTHORIZING SUBMISSION OF BALLOT PROPOSAL FOR 911 OPERATING SURCHARGE

At a regular meeting of the Board of Commissioners of the County of Clinton (“County”), Michigan, held at the County Building at 100 E. State Street, in St. Johns, Michigan 48879 on the ___ day of March 2016, at _____ o’clock __.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

It was moved by Commissioner _____ and supported by Commissioner _____ that the following resolution be adopted.

Whereas, in order to fund the operations of the County’s 911 dispatch center, the Clinton County Board of Commissioners (“Board”) is authorized by the Emergency Telephone Service Enabling Act (“Act”), specifically MCL §484.1401b (1) (b), to seek voter approval of up to \$3.00 per month per communications device that is addressed to a consumer within the County as a county operational surcharge;

Whereas, the County voters have previously approved the imposition of a \$2.25 per device per month operational surcharge that will expire on June 30, 2017;

Whereas, under the Act, the County must notify the State of Michigan by May 15th of each year of the operational surcharge that will be levied beginning on July 1st of that year or no surcharge may be levied by the County at all;

Whereas, the Board determines that a renewal and slight increase of this surcharge is necessary for the continued, effective operation of Clinton County’s 911-dispatch center especially in light of the upcoming technology demands;

Whereas, the Board determines that the ballot language attached hereto accurately describes the authorization for which the County seeks voter approval and is necessary to adequately fund the Clinton County 911-dispatch center needs;

Now, Therefore, Be It Resolved that the Board authorizes the County Clerk and other County election officials to place before the Clinton County voters on August 2, 2016 the ballot question below:

911 OPERATING SURCHARGE

For the period beginning on July 1, 2017 and continuing until the repeal of MCL §484.1401 [currently scheduled for December 31, 2021], shall Clinton County be authorized to assess a monthly surcharge of up to \$___ on the monthly billings of landline, wireless and VOIP service suppliers within the geographic boundaries of Clinton County to be used exclusively for the funding of 911 emergency telephone call answering and dispatch services within Clinton County, including facilities, equipment and operations?

- Yes
- No

Be It Further Resolved that this Resolution shall augment, supersede, modify or replace any inconsistent prior resolution or motion.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED:

Robert Showers
Chairperson, Clinton County
Board of Commissioners

Diane Zuker
Clinton County Clerk

Chair

Chuck Nelson, Citizen Rep.

Vice-Chair

Tim Machowicz, Citizen Rep.

Secretary

Phil Hanes, Drain Commissioner

Members

Ken Mitchell, BOC Representative
Dave Pohl, BOC Representative
Bob Kudwa, Planning Comm. Rep.
Don Sisung, Road Commission Rep.
James Graham, Pat Jackson and
Andrea Polverento, Citizen Reps.



CLINTON COUNTY PARKS AND GREEN SPACE COMMISSION



9

100 E. State Street, Suite 1300
St. Johns, Michigan 48879-1582
Phone (989) 224-5128
Fax (989) 224-5102
Email: parks@clinton-county.org

Staff

Tom Olson,
Parks and Green Space Coordinator

Gayla Phillips, Secretary,
Administration

MINUTES

Friday, March 11, 2016 (8:30 am)

Clinton County Courthouse, County Board Meeting Room (2nd Floor),
100 E. State Street, St. Johns, MI 48879

I. Call to Order - Declaration of Quorum

Chair Tim Machowicz declared a quorum present and the meeting was called to order at 8:30 am.

Members Present: Ken Mitchell, Phil Hanes, Tim Machowicz, Don Sisung, Jim Graham, Chuck Nelson, Dave Pohl, Andrea Polverento, Pat Jackson

Staff Present: Tom Olson, Gayla Phillips

Guests Present: Roger Dershem, Dan Wietecha, John Switzer

A. Approval of Agenda

Moved by Andrea Polverento, seconded by Chuck Nelson, to approve the March 11, 2016 meeting Agenda, as amended. New Business A can be eliminated. Motion carried.

B. Approval of Per Diems

Moved by Dave Pohl, seconded by Chuck Nelson, to approve the March 11, 2016 meeting Per Diems. Motion carried.

C. Approval of February 5, 2016 Meeting Minutes

Moved by Phil Hanes, seconded by Dave Pohl, to approve the February 5, 2016 meeting Minutes, as presented. Motion carried.

II. Committee Appointments

Finance: Tim Machowicz

Universal Access: Ken Mitchell

Water Based Recreation: Phil Hanes

**Non-Motorized Facilities: Chuck Nelson & Dave Pohl
Grassland: Chuck Nelson and Jim Graham**

III. Public Comments – Non-Agenda Items

Introductions John Switzer, Dan Wietecha, Bath Township Supt., Roger Dershem

John: Tree sale underway, Annual Meeting will be March 22 at Liquid Agro, Three of five Board members are not returning. The Guest Speaker will be sharing on "Bats in Michigan".

Finished Annual Report will soon be up on the website;

The Invasive Species grant application was selected for funding.

Monique Ferris, biologist, has accepted a new position and has been replaced by Kurt Wolfe, serving Clinton and Gratiot Counties.

Pheasants Forever will meet this Saturday in Fowler.

Dan (Bath Township): To keep communication open provided copies of the Annual Report which includes Park Lake; requested \$5000 from the Parks & Green Space

Commission to help with the cost of treatment of non-native species in Park Lake. Application would take place April/May thru September in consultation with PLM company

Moved by Phil Haneses, seconded by Andrea Polverento, that the PGSC recommend to County Board an expenditure of \$5000 for treatment of invasive (non-native) species at Park Lake for 2016. Motion carried.

IV. Coordinator's Report – Tom Olson

See written report for details.

mParks Conference, Bill Earl Youth Fishing Program, Eagle Scout Update, Interpretive Signage at Clinton Lakes.

Discussed possibility of Eagle Scout assistance with pedestrian foot bridge/s in the future. The newly formed DeWitt Outdoor Club is looking for projects.

Another sign for water conservation to be placed within Clinton Lakes Park.

V. Committee Reports

A. Water Based Recreation – Phil Haneses

Quiet Water Symposium, Friends groups participated; SME has submitted an initial bid for the Gloria Miller River Access site development.

Noted that the Symposium Society offers grants.

(John – current plan is to clean log jams from old 27 downstream on the Looking Glass River. In order to avoid – don't disturb bottom and bank -- other factor high estimate \$12,000 estimate half)

Friends of Maple River logjam cleanup is scheduled for April 16 with April 23 as a backup date.

B. Non-Motorized Facilities – Tim Machowicz

- County-wide NMF Plan / Trails Advisory Council

- **FMCIS Trail**
The current focus is on defining responsibility - Friends groups and Authority, The Authority may discuss with Road Commission possible cooperation as they have mowing, brush removal, and other equipment. The Authority also talked about an intern through the City of St. Johns, Michael Ewing. They also removed all words about employee in the document.

Annual meeting for the Friends of the CIS Trail will meet April 17 at Memorial Hospital in Owosso.

The Midwest Trail Authority will meet on April 24 at 4 pm. It was suggested they invite Dan or Joe from the Road Commission – to see what the projection is for work this year in regards to the Non-Motorized Facilities plan.

- C. **Universal Access – Ken Mitchell**
A meeting has been scheduled for Tuesday, March 15 at 1:00 pm in the First Floor Conference Room of the Courthouse. Both County and city proposals will be discussed.
- D. **Finance Committee – Tim Machowicz**
Everything is on track at this time.

VI. Old Business

- A. **Grant Update**
Tom reported that he is working on the final draft narrative which he will forward to the Board for review next week. There will be preliminary scoring, which gives us time to tweak the application. He will be applying for all three, but is starting with the Trust Fund and is now obtaining letters of support. He has confirmed that we have met the Public meeting requirement with Board meeting, along with our meetings, and Universal Access Committee, talk with Drain Commission, Jon Morrison, Wildlife Coop, Hunting.
- B. **Pavilion Rental Discussion**
With the new County website, which will go live at the end of the month, online registration and payment for the Motz Park Pavilion rental is possibly coming.
- C. **Parks PSA**
Tom reported that editing changes have been made.

VII. New Business

- A. **Park in southern Clinton County – Search Team**
Search Team named – Chuck, Phil, Andrea, (Bob)
Criteria is 100 acres with a lake 30 acres or greater – probably Sand and Gravel
Have looked at: Schlegel, MacKenzie, Howe Rd,
Tom - Schlegel at Hawk Hollow - engineers will give tour
Contact was made last fall and will be reestablished in the coming weeks in the hopes of taking a tour of the pit near Hawk Hollow on Chandler Road.

Bath Township is updating provisions for gravel mining – slope is important.

VIII. Public Comments – Agenda Items

Roger Dershem reported that the Lions Club now owns the property where the recycle center is. Lower price of commodities, scrap metal etc. plus cost of one employee and snowplowing are a concern. Kurt's appliances now take appliances and the center is accepting scrap metal, cardboard, newspapers and Styrofoam. The Michigan Recycle Coalition will hold their meeting in May. (Michigan Recycles.org). The St Johns center has received recognition for having a clean facility.

It was suggested that Roger check with Kate Neese at Waste Management to see if the Lions Club could benefit from the Clean Community event.

Tim mentioned that a Pedestrian/Bike conference will be held in Mt Pleasant April 29-30.

It was also noted that a recent survey indicates that availability of recreation can increase the price of housing from 33-145% depending on location and amenities available.

John indicated that the Clinton Lakes Habitat may be able to get signs from Monique Ferris.

IX. Adjournment – Next Meeting: Friday, April 1, 2016 (8:30 am), Clinton County Courthouse, County Board Meeting Room (2nd Floor), 100 E. State Street, St. Johns, MI 48879

Moved by Andrea Polverento, seconded by Pat Jackson, to adjourn until Friday, April 1, 2016 at 8:30 am. Motion carried.

Clinton County Open Meetings and Events Calendar April 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 8:30 am Parks & Green Space Commission	2
3	4	5	6	7	8 5:00 pm 1st Cutoff	9
10	11	12	13	14 7:00 pm Planning Commission	15	16
17	18	19 7:00 pm Zoning Board of Appeals	20	21 1:00 pm Law & Courts 2:00 pm Finance & Personnel Committee Meetings	22 5:00 pm 2nd Cutoff	23
24	25 9:00 am Trust Fund Meeting	26 8:00 am Finance & Personnel Committee Meetings 9:00 am Board of Com- missioners	27	28	29	30 <i>Clean Community Event</i>

MEMO TOTALS

DATE: March 17, 2016

TO: Penny, Ryan, Craig, Cindy and Finance Committee

FROM: Angie, Accounting

The following are total dollars for invoices received from February 6th through March 4th 2016 and paid.

GENERAL FUND	\$460,027.60
OTHER FUNDS	\$422,521.74
TOTAL	\$882,549.34

Totals comprised of the following check run dates:

2/25/2016	\$	476,945.88
3/10/2016	\$	522,011.52

less Trust & Agency (701) fund		<u>(116,408.06)</u>
TOTAL	\$	882,549.34

Motion: Approve paid Payables for the period listed above.

Note: A listing of the payables for the referenced period has been sent electronically. Finance will be asked to sign the "Accounts Payable Invoices Paid Report".